

1 UNITED STATES DISTRICT COURT  
2 FOR THE  
3 DISTRICT OF DELAWARE

4 JAMES C. DAY,

5 Plaintiff

6 v.

7 OXFORD MANAGEMENT SERVICES and  
8 ROBERT MARTIN, Individually and on  
9 behalf of Oxford Management Services,

10 Defendants

Case No.: 1:11-cv-00058-GMS

COMPLAINT AND DEMAND FOR  
JURY TRIAL

(Unlawful Debt Collection Practices)

11 AMENDED COMPLAINT

12 JAMES C. DAY ("Plaintiff"), by his attorneys, KIMMEL & SILVERMAN, P.C., alleges  
13 the following against OXFORD MANAGEMENT SERVICES and ROBERT MARTIN.  
14 Individually and on behalf of Oxford Management Services ("Defendants"):

15  
16 INTRODUCTION

17 1. This is an action for actual and statutory damages for violations of the Fair Debt  
18 Collection Practices Act (hereinafter the "FDCPA"), 15 U.S.C. § 1692, *et seq.*

19  
20 JURISDICTION AND VENUE

21 2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states  
22 that such actions may be brought and heard before "any appropriate United States district court  
23 without regard to the amount in controversy," and 28 U.S.C. § 1331 grants this court original  
24 jurisdiction of all civil actions arising under the laws of the United States.  
25

1           3.     Defendants conducts business in the State of Delaware and therefore, personal  
2 jurisdiction is established.

3           4.     Venue is proper pursuant to 28 U.S.C. § 1391(b)(1).

4           5.     Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.

5  
6  
7                                   **PARTIES**

8           6.     Plaintiff is a natural person residing in Wilmington, Delaware, 19808.

9           7.     Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

10          8.     Defendant OXFORD MANAGEMENT SERVICES (hereinafter “Defendant  
11 OXFORD”) is a national debt collection company with its corporate headquarters located at  
12 4180 Okeechobee Road in Fort Pierce, Florida, 34947.

13          9.     Defendant ROBERT MARTIN, Individually and on behalf of Oxford  
14 Management Services (hereinafter “Defendant MARTIN”), is the owner of Defendant  
15 OXFORD located at 4180 Okeechobee Road in Fort Pierce, Florida, 34947.

16          10.    At all relevant times, Defendants OXFORD and MARTIN acted as is a “debt  
17 collector” as that term is defined by 15 U.S.C. § 1692a(6) and attempted to collect a consumer  
18 debt from Plaintiff.

19          11.    Defendants acted through their ~~its~~ agents, employees, officers, members,  
20 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and  
21 insurers.

22  
23                                   **PRELIMINARY STATEMENT**

24          12.    The Fair Debt Collection Practices Act (“FDCPA”) is a comprehensive statute,  
25 which prohibits a catalog of activities in connection with the collection of debts by third parties.

1 See 15 U.S.C. § 1692 *et seq.* The FDCPA imposes civil liability on any person or entity that  
2 violates its provisions, and establishes general standards of debt collector conduct, defines abuse,  
3 and provides for specific consumer rights. 15 U.S.C. § 1692k. The operative provisions of the  
4 FDCPA declare certain rights to be provided to or claimed by debtors, forbid deceitful and  
5 misleading practices, prohibit harassing and abusive tactics, and proscribe unfair or  
6 unconscionable conduct, both generally and in a specific list of disapproved practices.

7  
8 13. In particular, the FDCPA broadly enumerates several practices considered  
9 contrary to its stated purpose, and forbids debt collectors from taking such action. The  
10 substantive heart of the FDCPA lies in three broad prohibitions. First, a “debt collector may not  
11 engage in any conduct the natural consequence of which is to harass, oppress, or abuse any  
12 person in connection with the collection of a debt.” 15 U.S.C. § 1692d. Second, a “debt  
13 collector may not use any false, deceptive, or misleading representation or means in connection  
14 with the collection of any debt.” 15 U.S.C. § 1692e. And third, a “debt collector may not use  
15 unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.  
16 The FDCPA is designed to protect consumers from unscrupulous collectors, whether or not there  
17 exists a valid debt, broadly prohibits unfair or unconscionable collection methods, conduct which  
18 harasses, oppresses or abuses any debtor, and any false, deceptive or misleading statements in  
19 connection with the collection of a debt.

20  
21 14. In enacting the FDCPA, the United States Congress found that “[t]here is  
22 abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many  
23 debt collectors,” which “contribute to the number of personal bankruptcies, to marital instability,  
24 to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. § 1692a. Congress  
25

1 additionally found existing laws and procedures for redressing debt collection injuries to be  
2 inadequate to protect consumers. 15 U.S.C. § 1692b.

3 15. Congress enacted the FDCPA to regulate the collection of consumer debts by debt  
4 collectors. The express purposes of the FDCPA are to “eliminate abusive debt collection  
5 practices by debt collectors, to insure that debt collectors who refrain from using abusive debt  
6 collection practices are not competitively disadvantaged, and to promote consistent State action  
7 to protect consumers against debt collection abuses.” 15 U.S.C. § 1692e.  
8

9  
10 **FACTUAL ALLEGATIONS**

11 16. At all relevant times, Defendants OXFORD AND MARTIN were attempting  
12 to collect an alleged consumer debt from Plaintiff for a GMAC auto loan.

13 17. The alleged debt at issue arose out of transactions, which were primarily for  
14 personal, family, or household purposes.

15 18. On November 25, 2009, Plaintiff contacted GMAC and requested an account  
16 summary, including payments made and unpaid balance. ~~GMAC advised that the balance was~~  
17 ~~\$420.20. Plaintiff immediately sent check #2176 for that amount to GMAC. A true and correct~~  
18 ~~copy of Plaintiff's December bank records is attached hereto as Exhibit "A".~~

19 19. GMAC advised Plaintiff that the balance was \$420.20.

20 20. Plaintiff immediately sent a check (no. 2176) for \$420.20 to GMAC. A true and  
21 correct copy of Plaintiff's December bank records is attached hereto as Exhibit "A".

22 21. On December 8, 2009, after Plaintiff had paid off the loan, GMAC resubmitted an  
23 earlier check, ~~#2155~~ (no. 2155) for \$360.00. See Exhibit "B".

24 22. Then, on December 10, 2009, Plaintiff received a letter from GMAC  
25 congratulating him for paying off his auto loan and enclosing the Certificate of Title, releasing

1 the lien. A true and correct copy of GMAC's December 10, 2009, letter is attached hereto as  
2 Exhibit "C".

3 23. Beginning on or around December 15, 2009, and continuing through September  
4 2010, Defendants OXFORD and MARTIN, by and through their its agents, employees, and  
5 servants, engaged in debt collection activities seeking and demanding payment from Plaintiff of  
6 additional amounts for the GMAC auto loan, which had already been paid in full.

7 24. In its attempts to collect a debt, Defendants OXFORD and MARTIN, by and  
8 through their employees and agents, made continuous and repeated telephone calls to Plaintiff's  
9 home telephone number, originating from phone number: (800) 801-3941, which the  
10 undersigned has confirmed belongs to Defendant OXFORD.

11 ~~21. Specifically, Defendant and its employee identified as "William Beendiz",~~  
12 ~~harassed Plaintiff in an attempt to collect the alleged debt.~~

13 ~~22. Defendant and its employees and servants harassed Plaintiff by making an~~  
14 ~~extreme number of unfounded collection calls to his home, originating from phone number;~~  
15 ~~(800) 801 3941. The undersigned has confirmed that this number belongs to the Defendant.~~

16 25. Then, on or about around September 1, 2010, Specifically, Defendants' agent,  
17 "William Beendiz," called Plaintiff and claimed insisted that Plaintiff still owed \$375.00 to  
18 GMAC.

19 26. Plaintiff was surprised to receive this call, in light of ~~the~~ his December 10, 2009,  
20 letter from GMAC removing the lien and enclosing the Certificate of Title.

21 27. Despite knowing this information, "William Beendiz" remained was adamant that  
22 Plaintiff still owed that GMAC was still owed \$375.00.

23 28. Beendiz further claimed to Plaintiff that "a lien" had been placed on the  
24

1 Certificate of Title and that it "was cheaper to get the money from (Plaintiff), than to repossess  
2 the automobile," knowing that this was a false and deceptive statement.

3 29. ~~Based upon the claims and threats by "William Beendiz",~~ Believing that Beendiz  
4 was correct and that his car could be repossessed, Plaintiff felt that he had no choice but to  
5 acquiesce to the demands of Defendant and pay the \$375.00.

6 30. Plaintiff told "William Beendiz" that he lacked sufficient funds at that time to pay  
7 the full amount, to which Beendiz responded that payment of \$350.00 immediately would  
8 satisfy the debt.

9 31. ~~Beendiz went on to deceive Plaintiff by claiming that "a lien" had been placed on~~  
10 ~~the Certificate of Title and that it "was cheaper to get the money from (Plaintiff), than to reposes~~  
11 ~~the automobile."~~

12 32. ~~On September 17, 2010, Plaintiff called Defendant to explain that his work hours~~  
13 ~~were cut and he could not pay the alleged debt.~~

14 33. ~~Defendant told Plaintiff that the debt would be considered paid in full if Plaintiff~~  
15 ~~paid \$300.00.~~

16 34. Plaintiff reluctantly agreed to make monthly payments and ~~reluctantly~~ provided  
17 Defendant OXFORD with his bank account information.

18 35. Thereafter, on September 17, 2010, Plaintiff called Defendant OXFORD to  
19 explain that his work hours were cut and he could not pay the alleged debt.

20 36. Defendant OXFORD told Plaintiff that the debt would be considered paid in full  
21 if Plaintiff paid \$300.00, which Plaintiff explained that he could not do.

22 37. On September 17, 2010, Defendant removed \$62.95 from Plaintiff's bank  
23 account. A true and correct copy of Plaintiff's September bank record is attached hereto as  
24  
25

1 Exhibit "D".

2 38. On October 15, 2010, Defendant OXFORD took out another payment of \$62.95  
3 from Plaintiff's bank account ~~by Defendant~~. A true and correct copy of Plaintiff's October bank  
4 records is attached hereto as Exhibit "E".

5 39. Upon information and belief, Defendants OXFORD and MARTIN sought to  
6 collect a debt from Plaintiff despite the fact that no debt was due, and no reliable documentation  
7 was relied upon in making a demand for payment.

8 40. Defendants OXFORD and MARTIN knew that a lien could not ~~cannot~~ be placed  
9 on a motor vehicle title in the manner Defendant OXFORD claimed, ~~it had been~~ and that in fact,  
10 no such lien had been placed on the title after December 10, 2009.

11 41. Upon information and belief, Defendant took money from Plaintiff's checking  
12 account by employing deceptive and fraudulent collection tactics and practices.

13 42. Defendant's actions in attempting to collect the alleged debt were harassing,  
14 abusive and highly deceptive.  
15

16  
17 **CONSTRUCTION OF APPLICABLE LAW**

18 43. The FDCPA is a strict liability statute. Taylor v. Perrin, Landry, deLaunay &  
19 Durand, 103 F.3d 1232 (5th Cir. 1997). "Because the Act imposes strict liability, a consumer  
20 need not show intentional conduct by the debt collector to be entitled to damages." Russell v.  
21 Equifax A.R.S., 74 F. 3d 30 (2d Cir. 1996); see also Gearing v. Check Brokerage Corp., 233  
22 F.3d 469 (7th Cir. 2000) (holding unintentional misrepresentation of debt collector's legal status  
23 violated FDCPA); Clomon v. Jackson, 988 F. 2d 1314 (2d Cir. 1993).  
24  
25

1           44. The FDCPA is a remedial statute, and therefore must be construed liberally in  
2 favor of the debtor. Sprinkle v. SB&C Ltd., 472 F. Supp. 2d 1235 (W.D. Wash. 2006). The  
3 remedial nature of the FDCPA requires that courts interpret it liberally. Clark v. Capital Credit  
4 & Collection Services, Inc., 460 F. 3d 1162 (9th Cir. 2006). "Because the FDCPA, like the  
5 Truth in Lending Act (TILA) 15 U.S.C §1601 *et seq.*, is a remedial statute, it should be  
6 construed liberally in favor of the consumer." Johnson v. Riddle, 305 F. 3d 1107 (10th Cir.  
7 2002).

8           45. The FDCPA is to be interpreted in accordance with the "least sophisticated"  
9 consumer standard. See Jeter v. Credit Bureau, Inc., 760 F.2d 1168 (11th Cir. 1985); Graziano  
10 v. Harrison, 950 F. 2d 107 (3<sup>rd</sup> Cir. 1991); Swanson v. Southern Oregon Credit Service, Inc.,  
11 869 F.2d 1222 (9th Cir. 1988). The FDCPA was not "made for the protection of experts, but for  
12 the public - that vast multitude which includes the ignorant, the unthinking, and the credulous,  
13 and the fact that a false statement may be obviously false to those who are trained and  
14 experienced does not change its character, nor take away its power to deceive others less  
15 experienced." Id. The least sophisticated consumer standard serves a dual purpose in that it  
16 ensures protection of all consumers, even naive and trusting, against deceptive collection  
17 practices, and protects collectors against liability for bizarre or idiosyncratic interpretations of  
18 collection notices. Clomon, 988 F. 2d at 1318.  
19  
20

21                                   **COUNT I**  
22                                   **DEFENDANTS VIOLATED THE**  
23                                   **FAIR DEBT COLLECTION PRACTICES ACT**

24           46. In its actions to collect a disputed debt, Defendants violated the FDCPA in one or  
25 more of the following ways:

a. Defendants violated of the FDCPA generally;



- b. Defendants violated §1692d of the FDCPA by harassing Plaintiff with phone calls and voicemail messages in connection with the collection of an alleged debt;
- c. Defendants violated §1692d(5) of the FDCPA by causing a telephone to ring repeatedly or continuously with the intent to annoy, abuse, and harass Plaintiff;
- d. Defendants violated §1692e of the FDCPA by using false, deceptive, or misleading representations or means in connection with the collection of a debt;
- e. Defendants violated §1692e(2) of the FDCPA by falsely representing the character, amount, or legal status of any debt;
- f. Defendants violated §1692e(10) of the FDCPA by use of false representation or deceptive means to collect or attempt to collect banking information;
- g. Defendants violated §1692f of the FDCPA by using unfair and unconscionable means with Plaintiff to collect or attempt to collect a debt;
- h. Defendants violated §1692f(6) of the FDCPA by threatening to repossess Plaintiff's vehicle when there was no present right to do so and no intention to do so.
- i. Defendants violated §1692g(a) of the FDCPA by failing to send written notification, within 5 days after its initial communication, advising of Plaintiff's rights to dispute the debt or request verification of the debt; and
- j. By acting in an otherwise deceptive, unfair and unconscionable manner and failing to comply with the FDCPA.

WHEREFORE, Plaintiff, JAMES C. DAY, respectfully prays for a judgment against Defendants OXFORD and MARTIN as follows:

- a. All actual compensatory damages suffered pursuant to 15 U.S.C. § 1692k(a)(1);
- b. Statutory damages of \$1,000.00 for the each violation of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- c. All reasonable attorneys' fees, witness fees, court costs and other litigation costs incurred by Plaintiff pursuant to 15 U.S.C. § 1693k(a)(3); and
- d. Any other relief deemed appropriate by this Honorable Court.

**DEMAND FOR JURY TRIAL**

Pursuant to Civil Rule 38, Plaintiff hereby demands a trial by jury on all issues in this action, and any issues relating to the amount of attorneys' fees and litigation costs to be awarded should Plaintiff prevail on any of her claims in this action.

RESPECTFULLY SUBMITTED,

KIMMEL & SILVERMAN, P.C.

Date:

By: /s/ W. Christopher Componovo

W. Christopher Componovo

Attorney ID # 3234

Kimmel & Silverman, P.C.

Silverside Carr Executive Center

Suite 118, 501 Silverside Road

Wilmington, DE 19809

Phone: (302) 791-9373

Fax: (302) 791-9476

## All-in-One Statement

WILMINGTON TRUST COMPANY

5387346  
JAMES COLES DAY JR.  
26 2ND AVE  
WILMINGTON DE 19808-4966

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## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 07/17/09

This Statement Date 08/19/09

### SERVICES SUMMARY

### SERVICES SUMMARY

Service	Account	Balance
CUSTOM CHECKING		764.84
INSTANT ACCESS SAVINGS		259.82

### CUSTOM CHECKING

Average Balance:

484.37

#### Summary

Previous Balance	07/17/2009	4.54
Deposits/Credits	2 Deposits and 4 other credits	3,742.79
Withdrawals/Debits	5 Checks and 28 other debits	2,982.49
Ending Balance	08/19/2009	764.84

#### Check Activity

\*Denotes a gap in sequence

Date Paid	Check #	Amount	Date Paid	Check #	Amount
08/17	2	150.00	<del>08/17</del>	<del>2151</del>	<del>50.00</del>
08/14	2151*	50.00	08/14	2156	29.00
08/09	2152	100.00			

#### All Other Activity

Date	Credits	Debits	Description
07/20		10.00	ATM WITHDRAWAL ASTRO PLAZA WTC

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 07/17/09

This Statement Date 08/19/09

## All Other Activity (Cont.)

Date	Credits	Debits	Description
07/20		35.00	OVERDRAFT CHARGE - SEE DAILY BALANCE
07/22	1,131.30		DEPOSIT - US TREASURY 303 SOC SEC
07/22		11.00	PLUS WITHDRAWAL 1251 CENTERVILLE WILMINGTON DE
			AMOUNT CONTAINS 1.00 FEE LEVIED BY ATM OWNER
07/23	564.59		DEPOSIT -
07/23		112.67	QUICKCHECK PURCHASE ON 07/22
			WAL-MART #5496 1251 CENTERVILLE WILMINGTON DE
07/24		63.50	STAR WITHDRAWAL DEL PARK 10
07/24		83.50	STAR WITHDRAWAL DEL PARK 11
07/24		103.50	STAR WITHDRAWAL DEL PARK 11
07/24		103.50	STAR WITHDRAWAL DEL PARK 11
07/28		75.00	PREAUTHORIZED DELMARVA POWER CHECKPAYMT CHECK 2153
07/31		39.00	ON-LINE PAYMENT TO STANDBY CR
07/31		60.00	ATM WITHDRAWAL ASTRO PLAZA WTC
07/31		185.00	ATM TRANSFER TO SAVINGS
			6001-3888 AT ASTRO PLAZA WTC
07/31		610.00	ON-LINE PAYMENT TO MURRAY MANOR
08/03		15.00	ATM WITHDRAWAL ASTRO PLAZA WTC
08/03		30.00	QUICKCHECK PURCHASE ON 07-31
			RAY'S CERTIFIED AUTO REWILMINGTON DE
08/06	505.15		DEPOSIT -
08/06		11.00	PLUS WITHDRAWAL 1251 CENTERVILLE WILMINGTON DE
			AMOUNT CONTAINS 1.00 FEE LEVIED BY ATM OWNER
08/07		43.50	STAR WITHDRAWAL DEL PARK 11
08/07		50.00	ATM WITHDRAWAL ASTRO PLAZA WTC
08/07		63.50	STAR WITHDRAWAL DEL PARK 11
08/07		63.50	STAR WITHDRAWAL DEL PARK 11

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 07/17/09

This Statement Date 08/19/09

**All Other Activity (Cont.)**

Date	Credits	Debits	Description
08/07		66.32	QUICKCHECK PURCHASE ON 08/06
08/10		11.00	WAL-MART #5436 1251 CENTERVIL WILMINGTON DE PLUS WITHDRAWAL 1251 CENTERVILLE WILMINGTON DE
08/12	360.00		AMOUNT CONTAINS 1.00 FEE LEVIED BY ATM OWNER
08/12		35.00	RETURNED FOR INSUFFICIENT FUNDS
08/13		103.50	RETURN CHECK CHARGE STAR WITHDRAWAL DEL PARK 11
08/14		83.50	STAR WITHDRAWAL DEL PARK 11
08/14		70.00	OVERDRAFT CHARGE - SEE DAILY BALANCE
08/17	821.75		DEPOSIT
08/18		150.00	ATM WITHDRAWAL ASTRO PLAZA WTC
08/19	360.00		DEPOSIT
08/19		5.00	PLUS SYSTEM TRANSACTION FEE

**Daily Balance**

Date	Amount	Date	Amount	Date	Amount
07/20	40.46-	08/03	63.76	08/14	110.91-
07/22	1,079.84	08/06	557.91	08/17	560.84
07/23	1,531.76	08/07	271.09	08/18	410.84
07/24	1,177.76	08/10	260.09	08/19	764.84
07/28	1,102.76	08/12	225.09		
07/31	208.76	08/13	121.59		

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 07/17/09

This Statement Date 08/19/09

## INSTANT ACCESS SAVINGS

Average Balance:

25.01

## Summary

Previous Balance	07/20/2009	5.09
Deposits/Credits	1 Deposit and 2 other credits	\$14.71
Withdrawals/Debits	0 Checks and 6 other debits	259.98
Ending Balance	08/19/2009	259.82
Year-to-Date Interest Paid		0.05

## All Other Activity

Date	Credits	Debits	Description
07/20		10.00	ATM WITHDRAWAL ASTRO PLAZA WTC
07/20		35.00	OVERDRAFT CHARGE - SEE DAILY BALANCE
07/31	185.00		ATM TRANSFER FROM CHECKING
			2741- AT ASTRO PLAZA WTC
08/03	75.68		DEPOSIT - FIDELITY INVESTM PENSION
08/03		74.20	PREAUTHORIZED NATIONWIDE INS PREM
08/05		128.78	PREAUTHORIZED NATIONWIDE INS PREM
08/10		10.00	ATM WITHDRAWAL ASTRO PLAZA WTC
08/19	254.03		DEPOSIT
08/19		2.00	SERVICE FEE BASED ON
			AVERAGE BALANCE OF \$25

## Daily Balance

Date	Amount	Date	Amount	Date	Amount
07/20	39.91	08/03	146.57	08/10	7.79
07/31	145.09	08/05	17.79	08/19	259.82

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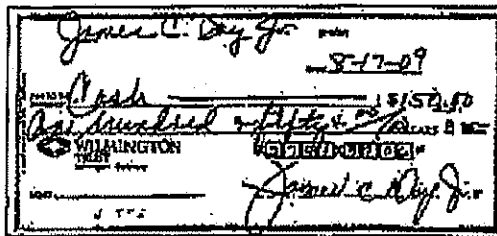
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## All-in-One Statement

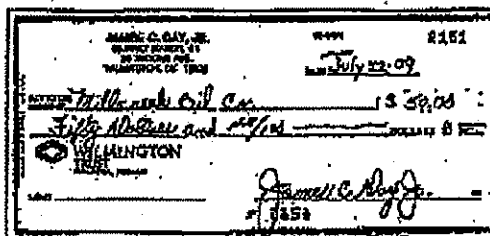
JAMES COLES DAY JR

Last Statement Date 07/17/09

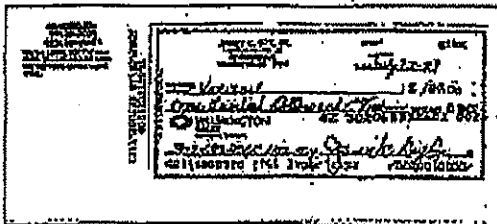
This Statement Date 08/19/09



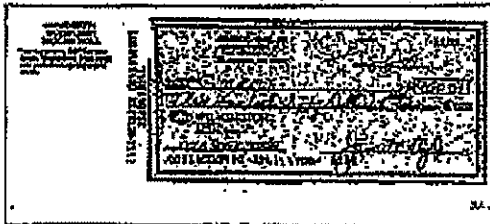
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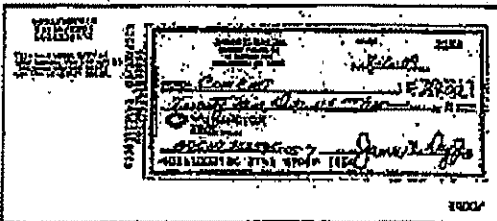
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#2152 08/03/09 \$100.00



#2153 08/14/09 \$335.00



#2156 08/14/09 \$29.00

## All-in-One Statement

WILMINGTON TRUST COMPANY

Resident  
JAMES COLES DAY JR.  
26 2ND AVE  
WILMINGTON DE 19808-4966

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT:

#### Fee Changes

Beginning February 1, 2010, Wilmington Trust will implement the following fees on personal and business accounts:

#### \$10 Excessive Transaction Fee

On Savings and Money Market accounts, this fee will be charged each time a transfer or withdrawal is made that exceeds the limit of 6 such transactions per calendar month (or statement cycle of at least 4 weeks). Transfers or withdrawals include those made: (1) to another one of your accounts with us or to a third party through pre-authorized or automatic transfers from your account (including overdraft transfers) or transfers made through the Internet (using Online Banking); (2) by telephone (including using Touch-Tone Banking); (3) by wire transfer; (4) by check, draft, debit card or similar order made by you and payable to third parties. If you repeatedly make more than 6 withdrawals or transfers during a calendar month, we may have to close your account.

#### \$25 Escheat Fee

If there has been no client-initiated activity on your account for the number of years specified under the mandated property laws of your state of residence (typically 3 or 5 years), and we are not able to contact you at the last known address we have on file for you, we are required to turn over (called "escheat") your account balance to your state's escheatment agency. When permitted by applicable laws we will deduct a \$25 Escheat Fee from your account balance to cover our escheat processing costs before turning over the balance to the escheatment agency.

#### Funds Availability Changes for Checking Accounts (Regulation CC)

Effective December 12, 2009, the Federal Reserve will restructure some of its check-processing operations and, as a result, routing numbers beginning with the following numbers will be considered non-local checks for funds availability purposes and all other routing numbers will be considered local checks: 0610, 0611, 0612, 0613, 0620, 0621, 0622, 0630, 0631, 0632, 0640, 0641, 0642, 0650, 0651, 0652, 0653, 0654, 0655, 0660, 0670, 0610, 0812, 0813, 0819, 0820, 0829, 0840, 0841, 0842, 0843, 0853, 0810, 2811, 2812, 2813, 2820, 2821, 2822, 2840, 2841, 2842, 2850, 2851, 2852, 2853, 2854, 2855, 2820, 2829, 2840, 2841, 2842, 2843, 2830, 2831, 2832, 2860, 2870, 2810, 2812, 2815, 2819, 2855. Please refer to your Deposit Account Agreement for more information on funds availability and how these routing number changes will impact you.



Client Service- For your convenience, help is available in English or in Spanish.  
Call us at 1.800.523.2378 or visit us online at [www.wilmingtontrust.com](http://www.wilmingtontrust.com)

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## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 11/18/09

This Statement Date 12/17/09

## SERVICES SUMMARY

Service	Account	Balance
CUSTOM CHECKING		35.84
INSTANT ACCESS SAVINGS		303.17

## CUSTOM CHECKING

Average Balance: 482.95

## Summary

Previous Balance	11/18/2009	4.98
Deposits/Credits	1 Deposit and 10 other credits	4,092.51
Withdrawals/Debits	6 Checks and 24 other debits	4,061.65
Ending Balance	12/17/2009	35.84

## Check Activity

\*Denotes a gap in sequence

Date Paid	Check #	Amount		Date Paid	Check #	Amount
12/08	2175	368.00	← 2	12/17	2178	200.72
12/01	2176*	420.20	← 3	12/15	2179	325.00
12/03	2177	35.00		12/15	2180	300.00

## All Other Activity

Date	Credits	Debits	Description
11/23	200.00		ATM DEPOSIT AT ASTRO PLAZA WTC. ON 11/22 AT 16:43
11/23		63.50	STAR WITHDRAWAL DEL PARK 11
11/25	604.37		DEPOSIT

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 11/18/09

This Statement Date 12/17/09

## All Other Activity (Cont.)

Date	Credits	Debits	Description
11/25	1,131.30		DEPOSIT - US TREASURY 303 SOC SEC
11/27		103.50	STAR WITHDRAWAL DEL PARK 3 WILMINGTON DE
11/27		142.37	AMOUNT CONTAINS 3.50 FEE LEVIED BY ATM OWNER QUICKCHECK PURCHASE ON 11/25
11/27		143.50	WAL-MART #5436 1251 CENTERV WILMINGTON DE STAR WITHDRAWAL DEL PARK 11
11/27		163.50	STAR WITHDRAWAL DEL PARK 11
11/30	190.00		TOUCH TONE TRANSFER FROM SAVINGS 6001-3888
11/30	200.00		ATM TRANSFER FROM SAVINGS 6001-3888 AT ASTRO PLAZA WTC
11/30		40.00	TOUCH TONE TRANSFER TO SAVINGS 6001-3888
11/30		43.50	STAR WITHDRAWAL DEL PARK 11
11/30		108.36	QUICKCHECK PURCHASE ON 11/27 VZWRLSS IVRDEB VZWRLSS IVRDE FOLSOM CA
11/30		143.50	STAR WITHDRAWAL DEL PARK 10
11/30		200.00	ATM WITHDRAWAL ASTRO PLAZA WTC
12/01		39.00	ON-LINE PAYMENT TO STANDBY CR.
12/01		52.00	PREAUTHORIZED DELMARVA POWER CHECKPAYMT CHECK 2172
12/01		610.00	ON-LINE PAYMENT TO MURRAY MANOR
12/07		43.50	STAR WITHDRAWAL DEL PARK 10
12/07		35.00	OVERDRAFT CHARGE - SEE DAILY BALANCE
12/08		35.00	RETURN CHECK CHARGE
12/10	871.84		DEPOSIT - WAL-MART ASSOCS. PAYROLL
12/11	35.00		REFUND OF RETURN CHARGE
12/11	100.00		DEPOSIT
12/14	300.00		ATM DEPOSIT AT ASTRO PLAZA WTC ON 12/13 AT 14:23

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 11/18/09

This Statement Date 12/17/10

## All Other Activity (Cont.)

Date	Credits	Debits	Description
12/14		63.50	STAR WITHDRAWAL DEL PARK 10
12/14		63.50	STAR WITHDRAWAL DEL PARK 11
12/14		63.50	STAR WITHDRAWAL DEL PARK 11
12/14		70.00	ATM TRANSFER TO SAVINGS 6001-3888 AT ASTRO PLAZA WTC
12/14		83.50	STAR WITHDRAWAL DEL PARK 11
12/14		103.50	STAR WITHDRAWAL DEL PARK 10
12/15	100.00		PLUS TRANSFER 1251 CENTERVILLE R WILMINGTON DE
12/17		2.00	STAR TRANSACTION FEE
12/17		5.00	PLUS SYSTEM TRANSACTION FEE

## Daily Balance

Date	Amount	Date	Amount	Date	Amount
11/19	4.98	12/01	57.72	12/11	916.06
11/23	141.48	12/03	22.72	12/14	768.56
11/25	1,877.15	12/07	55.78	12/15	243.56
11/27	1,324.28	12/08	90.78	12/17	35.84
11/30	1,178.92	12/10	781.06		

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 11/18/09

This Statement Date 12/17/09

## INSTANT ACCESS SAVINGS

Annual Percentage Yield Earned: 0.10%  
 Average Balance: 153.34

## Summary

Previous Balance	11/19/2009	292.68-
Deposits/Credits	0 Deposits and 6 other credits	1,587.37
Withdrawals/Debits	0 Checks and 11 other debits	1,051.52
Ending Balance	12/17/2009	303.17
Year-to-Date Interest Paid		0.07

## All Other Activity

Date	Credits	Debits	Description
11/23	926.00		ATM DEPOSIT AT ASTRO PLAZA WTC ON 11/22 AT 16:38
11/23		83.50	STAR WITHDRAWAL DEL PARK 11
11/23		83.50	STAR WITHDRAWAL DEL PARK 11
11/23		103.50	STAR WITHDRAWAL DEL PARK 11
11/30	40.00		TOUCH TONE TRANSFER FROM CHECKING 2741-3706
11/30		190.00	TOUCH TONE TRANSFER TO CHECKING 2741-3706
11/30		200.00	ATM TRANSFER TO CHECKING 2741-3706 AT ASTRO PLAZA WTC
12/01	151.36		DEPOSIT - FIDELITY INVESTM PENSION
12/03		74.20	PREAUTHORIZED NATIONWIDE INS PREM
12/07		43.50	STAR WITHDRAWAL DEL PARK 11
12/07		132.32	PREAUTHORIZED NATIONWIDE INS PREM
12/07		35.00	OVERDRAFT CHARGE - SEE DAILY BALANCE

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 11/18/09

This Statement Date 12/17/09

## All Other Activity (Cont.)

Date	Credits	Debits	Description
12/14	70.00		ATM TRANSFER FROM CHECKING 2741-3706 AT ASTRO PLAZA WTC
12/14	400.00		ATM DEPOSIT AT ASTRO PLAZA WTC ON 12/13 AT 14:24
12/15		100.00	PLUS TRANSFER 1251 CENTERVILLE R WILMINGTON DE
12/17	0.01		INTEREST PAID
12/17		6.00	PLUS SYSTEM TRANSACTION FEE

## Daily Balance

Date	Amount	Date	Amount	Date	Amount
11/19	232.68-	12/01	224.18	12/14	409.16
11/23	422.82	12/03	148.98	12/15	309.16
11/30	72.82	12/07	60.84-	12/17	303.17

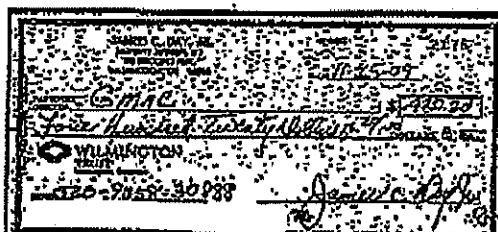
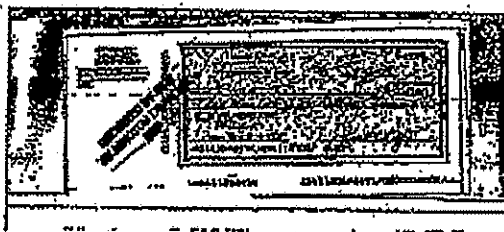


## All-in-One Statement

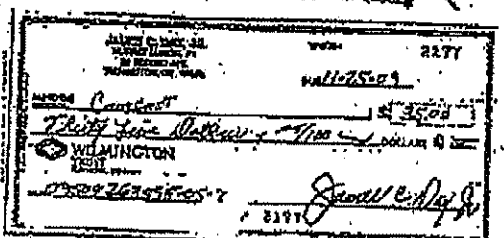
JAMES COLES DAY JR.

Last Statement Date 11/18/09

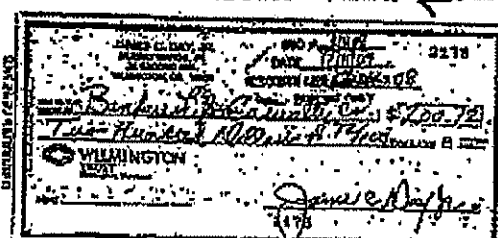
This Statement Date 12/17/09



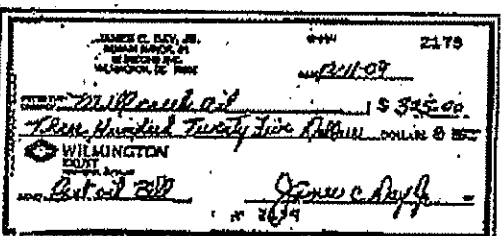
#2176 12/01/09 \$420.20



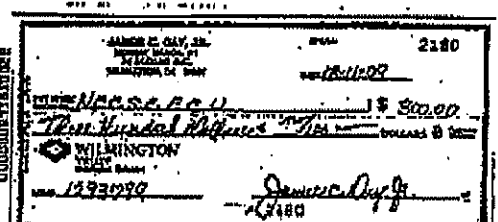
#2177 12/03/09 \$350.00



#2178 12/17/09 \$200.72



#2179 12/15/09 \$325.00



#2180 12/15/09 \$300.00

## **GMAC**

P.O. Box 8100  
Hunt Valley, MD 21030  
Phone: (800) 200-4622  
Fax: (410) 584-0413

# 4

December 10, 2009

James C Day  
26 Second Av #1  
Wilmington, DE 19808

Account #: 020  
Contract Date: 05/22/2004  
VIN: 5Y2SL62844Z440858  
Vehicle: 2004, Vibe,  
Date Amount Financed Paid: 11/30/2009

Dear GMAC Financial Services Customer,

Congratulations on paying off your auto financing! And on behalf of the entire GMAC Financial Services team, thank you. It was our privilege to serve your auto financing needs.

If your contract included a charge for gap protection or other coverage, you might be eligible for a refund of part of the charge. If your contract includes such a charge, contact your dealer or provider to find out about a refund.

Now is a great time to put your money to work for you. Our high standard of service goes beyond auto financing. Whether you'd like to find a great mortgage rate, research a new insurance policy, or even invest in a high-yield CD or money market account, we at GMAC may be able to help. Learn more at [www.gmacfs.com](http://www.gmacfs.com).

And remember, when it comes to financing your next vehicle, don't forget to ask your dealer about GMAC.

Sincerely,  
GMAC Financial Services



EMR003 PIFG 020-905830888 T  
MAIL

001.019690345



State of Delaware

DEPARTMENT OF PUBLIC SAFETY

STOCK NO.  
6974944

## SELLERS REPORT OF SALE

DO NOT DETACH UNTIL SOLD-SEE REVERSE SIDE

STATE OF DELAWARE  
DIVISION OF MOTOR VEHICLES

KB NO. <b>PG21192</b>		MANUFACTURER'S MARK <b>PONTIAC</b>		MODEL IDENTIFICATION NO. <b>572SL62H442-40553</b>		DIVISION OF MOTOR VEHICLES BELONGING PRICE <b>2004</b>		DATE <b>2004</b>	
NAME OF BELONGER (CURRENT REGISTERED OWNER) <b>DAY JAMES D JR</b>					NAME OF BUYER <b>DAY JAMES D JR</b>				
COMPLETE ADDRESS OF BELONGER <b>10000 10TH AVE N</b>					COMPLETE ADDRESS OF BUYER <b>10000 10TH AVE N</b>				
CITY <b>MINNEAPOLIS</b>		STATE <b>MINN</b>		ZIP <b>55412</b>		CITY <b>MINNEAPOLIS</b>		STATE <b>MINN</b>	
SELLER'S SIGNATURE <b>DAY JAMES D JR</b>					BUYER'S DRIVING LICENSE NO. <b>123456789</b>				

WARNING-WHEN YOU SELL/RELEASE INTEREST IN THIS VEHICLE, YOU MUST MAIL THIS ATTACHMENT ALONG WITH THE DEED TO THE DMV.

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 08/20/10

This Statement Date 09/21/10

**SERVICES SUMMARY**

Service	Account	Balance
CUSTOM CHECKING		136.07
INSTANT ACCESS SAVINGS		96.70

**CUSTOM CHECKING**

Average Balance: 668.58

**Summary**

Previous Balance	08/20/2010	454.44
Deposits/Credits	0 Deposits and 4 other credits	2,549.80
Withdrawals/Debits	10 Checks and 19 other debits	2,868.17
Ending Balance	09/21/2010	136.07

**Check Activity**

\*Denotes a gap in sequence

Date Paid	Check #	Amount	Date Paid	Check #	Amount
08/25	2217	147.00	09/01	2222	131.00
08/25	2218	100.00	09/07	2225*	62.00
08/31	2219	400.00	09/13	2226	34.80
09/21	2220	150.00	09/16	2227	74.20
08/31	2221	230.00	09/17	2228	620.00

**All Other Activity**

Date	Credits	Debits	Description
08/25	1,133.90		DEPOSIT -
08/26		23.61	QUICKCHECK PURCHASE ON 08/25

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 08/20/10

This Statement Date 09/21/11

## All Other Activity (Cont.)

Date	Credits	Debits	Description
08/27		10.00	ATM WITHDRAWAL ASTRO PLAZA WTC
08/27		75.00	CONTACT CENTER TRANSFER TO 60013888 6001-3888
08/30		218.85	PREAUTHORIZED BANKERS LIFE 357 INS PREM
08/31		66.11	PREAUTHORIZED VERIZON ARC CHECKPAYMT CHECK 2223
09/01	151.00		CONTACT CENTER TRANSFER FROM 60013888 6001-3888
09/01		11.50	PLUS WITHDRAWAL 1251 CENTERVILLE WILMINGTON DE
09/01			AMOUNT CONTAINS 1.50 FEE LEVIED BY ATM OWNER
09/02	632.13	39.00	ON-LINE PAYMENT TO STANDBY CR
09/02			DEPOSIT - WAL-MART ASSOCS. PAYROLL
09/02		29.00	PREAUTHORIZED VZ WIRELESS ARC CHECKPAYMT CHECK 2224
09/03		20.00	ONLINE TRANSFER TO SAVINGS 6001-3888
09/03		110.00	ATM WITHDRAWAL ASTRO PLAZA WTC
09/10		15.00	ATM WITHDRAWAL ASTRO PLAZA WTC
09/10		141.57	QUICKCHECK PURCHASE ON 09-09 NATIONWIDE INS AGENCY 800-276-4981 OH
09/13		9.74	QUICKCHECK PURCHASE ON 09/11 Wal-Mart Store 5436 WAL-SAMS WILMINGTON DE
09/14		22.25	QUICKCHECK PURCHASE ON 09/14 WAL-MART #5436 1251 CENTERVILLE WILMINGTON DE
09/16	632.77		DEPOSIT - WAL-MART ASSOCS. PAYROLL
09/17		60.00	ATM WITHDRAWAL ASTRO PLAZA WTC
09/20		2.59	QUICKCHECK PURCHASE ON 09/18 Wal-Mart Store 5436 WAL-SAMS WILMINGTON DE
→ 09/20		12.95	QUICKCHECK PURCHASE ON 09-17 ORCC 800-4983321 NJ
⇒ 09/20		50.00	QUICKCHECK PURCHASE ON 09-17 OXFORD MANAGEMENT SERV 800-4983321 NY
09/21		2.00	PLUS SYSTEM TRANSACTION FEE

## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 09/21/10

This Statement Date 10/20/10

**SERVICES SUMMARY**

Service	Account	Balance
CUSTOM CHECKING		204.14
INSTANT ACCESS SAVINGS		108.87

**CUSTOM CHECKING**

Average Balance: 658.98

**Summary**

Previous Balance	09/21/2010	136.07
Deposits/Credits	0 Deposits and 5 other credits	2,607.93
Withdrawals/Debits	8 Checks and 18 other debits	2,539.86
Ending Balance	10/20/2010	204.14

**Check Activity**

\*Denotes a gap in sequence

Date Paid	Check #	Amount	Date Paid	Check #	Amount
09/23	2229	11.60	10/05	2235	230.00
09/29	2230	101.00	10/06	2236	30.00
10/12	2233*	100.00	10/11	2237	11.60
10/05	2234	400.00	10/19	2241*	101.00...

**All Other Activity**

Date	Credits	Debits	Description
09/22	1,333.90		DEPOSIT - US TREASURY 303 SOC SEC
09/22		90.00	CONTACT CENTER TRANSFER TO 60013888
			6001-3888



## All-in-One Statement

JAMES COLES DAY JR

Last Statement Date 09/21/10

This Statement Date 10/20/10

## All Other Activity (Cont.)

Date	Credits	Debits	Description
09/24		120.00	ATM WITHDRAWAL ASTRO PLAZA WTC
09/28		218.85	PREAUTHORIZED BANKERS LIFE 357 INS PREM
09/30	573.61		DEPOSIT - WAL-MART ASSOCS. PAYROLL
09/30		20.00	QUICKCHECK PURCHASE ON 09-28
09/30		84.28	MICHAEL R HAAG DPM ATC WILMINGTON DE
10/01	151.36		PREAUTHORIZED VZ WIRELESS ARC CHECKPAYMT
10/01		9.47	CHECK 2232
10/01		39.00	DEPOSIT - FIDELITY INVESTM PENSION
10/01		100.00	QUICKCHECK PURCHASE ON 09/30
10/05		24.75	ON-LINE PAYMENT TO STANDBY CR N DE
10/05		68.11	ATM WITHDRAWAL ASTRO PLAZA WTC
10/05		318.29	PREAUTHORIZED WTADD8008607182 743394434
10/05			PREAUTHORIZED VERIZON ARC CHECKPAYMT
10/05			CHECK 2238
10/08	138.00		PREAUTHORIZED DELMARVA POWER CHECKPAYMT
10/08			CHECK 2231
10/13		74.20	ATM TRANSFER FROM SAVINGS
10/14	611.06		6001-3888 AT ASTRO PLAZA WTC
10/15		38.00	PREAUTHORIZED NATIONWIDE INS PREM
10/15			CONTACT CENTER TRANSFER TO 60013888
10/15		130.00	6001-3888
10/18		12.95	ATM WITHDRAWAL ASTRO PLAZA WTC
10/18		50.00	QUICKCHECK PURCHASE ON 10-15
10/20		19.99	ORCC 800-4383321 NJ
10/20			QUICKCHECK PURCHASE ON 10-15
10/20			OXFORD MANAGEMENT SERV 800-4383321 NY
10/20			QUICKCHECK PURCHASE ON 10/20
10/20		136.77	VERIZON WRLS 0 4345 KIRKWOOD WILMINGTON DE
			PREAUTHORIZED DELMARVA POWER CHECKPAYMT
			CHECK 2240